South Hoover Hospital *and* Service & Hospital Employees Union, Local 399, Service Employees International Union, AFL–CIO. Case 31–CA–2612

May 15, 1972

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND PENELLO

On March 9, 1972, Trial Examiner Richard D. Taplitz issued the attached Decision in this proceeding. Thereafter, the General Counsel filed a limited exception, relating to the Trial Examiner's recommended Order.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the Trial Examiner's Decision in light of the exception and has decided to affirm the Trial Examiner's rulings, findings, and conclusions and to adopt his recommended Order, with the modification indicated hereinafter.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner, as modified below, and hereby orders that the Respondent, South Hoover Hospital, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's recommended Order, as modified herein.

1. Add to the end of paragraph 2(a) the following:

"Regard the Union upon commencement of bargaining and for 12 months thereafter as if the initial year of certification has not expired."

2. Substitute the attached notice for the Trial Examiner's notice.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a trial at which all sides had a chance to give evidence, a Trial Examiner of the National Labor Relations Board has found that we violated the National Labor Relations Act, and has ordered us to post this notice.

The Act gives all employees these rights:

To engage in self-organization

To form, join, or help unions

To bargain collectively through a representative of their own choosing

To act together for collective bargaining or other mutual aid or protection

To refrain from any or all these things except to the extent that membership in a union may be required pursuant to a lawful union-security clause.

WE WILL NOT do anything that restrains or coerces employees with respect to these rights. More specifically,

WE WILL, upon request, meet at reasonable times and bargain collectively in good faith concerning rates of pay, hours of employment, and other terms and conditions of employment with Service & Hospital Employees Union, Local 399, Service Employees International Union, AFL–CIO, as the exclusive representative of our employees in the bargaining unit described below, and, if an understanding is reached, we will sign a contract containing such understanding.

WE WILL regard the Union upon commencement of bargaining and for 12 months thereafter as if the initial year of certification has not expired.

The bargaining unit is:

All dietary employees, maids, janitors, store keepers, maintenance employees, grounds keepers, orderlies, nurses' aides, licensed vocational nurses, laboratory helpers and laundry employees, employed by us at our hospital located at 5700 South Hoover Street, Los Angeles, California, but excluding office clerical employees, physicians, registered nurses, guards, professional employees and supervisors as defined in the Act.

SOUTH HOOVER HOSPITAL
(Employer)

Dated By
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Federal Building, Room 12100, 11000 Wilshire Boulevard, Los Angeles, California 90024, Telephone 213–824–7352.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

RICHARD D. TAPLITZ, Trial Examiner: This case was tried at Los Angeles, California, on January 6, 1972. The charge was filed on September 2, 1971, by Service & Hospital Employees Union, Local 399, Service Employees International Union, AFL–CIO, herein called the Union. A complaint issued on October 26, and an amended complaint on October 27, 1971, alleging that South Hoover Hospital, herein called Respondent, violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, by refusing to bargain in good faith with the Union.

All parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. A brief, which has been carefully considered, was filed on behalf of the General Counsel.

Upon the entire record of the case and from my observation of the witnesses and their demeanor, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent is a California corporation engaged in the operation of a hospital for profit located at 5700 South Hoover Street, Los Angeles, California. It annually receives gross revenues in excess of $250,000 of which more than $20,000 are in the form of Medicare payments from the United States Government. It annually purchases and receives more than $5,000 worth of goods and supplies from California suppliers who, in turn, obtain such goods and supplies from points directly outside of California. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Events*

On May 19, 1971,[1] an election was conducted under the supervision of the director of Region 31 of the National Labor Relations Board among the employees of Respondent in the unit consisting of:

> All dietary employees, maids, janitors, store keepers, maintenance employees, grounds keepers, orderlies, nurses' aids, licensed vocational nurses, laboratory helpers and laundry employees, employed by the Respondent at its hospital located at 5700 South Hoover Street, Los Angeles, California, but excluding office clerical employees, physicians, registered nurses, guards, professional employees and supervisors as defined in the Act.

A majority of the employees in that unit cast secret ballots for the Union and, on June 11, the Regional Director of Region 31 of the Board certified the Union as the exclusive representative for the purposes of collective bargaining of all the employees in the bargaining unit.

On June 17, the Union sent a letter by certified mail to Mr. Victor M. Pilson, administrator of Respondent,[2] requesting a meeting to discuss wages, hours, and conditions of employment. The letter was returned to the Union unclaimed. Dr. Pilson testified that he never picks up certified mail because the mailman only delivers to the hospital a notice that the certified mail is in the post office and he does not have time to pick it up from there.

On July 15, the Union sent a second letter by certified mail to Mr. Victor M. Pilson, administrator, requesting a meeting to discuss wages, hours, and conditions of employment. Enclosed with the letter were the Union's contract proposals. On July 23, a receipt was signed for the letter by a Mrs. Pilson, who Dr. Pilson identified as his mother. At that time, Dr. Pilson was away on vacation and his mother picked up the letter from the post office even though, according to Dr. Pilson, " . . . it was none of her damn business. . . . And I was stuck with the communication. It was sitting on my desk when I came back." In spite of the fact that his mother was given the certified mail by the post office, Dr. Pilson testified that he did not have time to pick up certified mail, and that, as letters were addressed to him, he had to pick them up himself.

By letter dated July 30, Dr. Pilson returned the Union's letter and contract proposals. That letter read:

> Today, I returned from my vacation, opened my mail and found the attached material for my perusing. I only read the addressing portion and the salutation of the letter and placed it down without reading further. Reason for this response is that I am tired of being humiliated by the Union. I have a doctoral degree. It was not honorary and I worked hard for it. All communications ought to have the suffix M.D. following my name and a prefix of Dr. placed prior to it in a sentence.
>
> Rewrite the letter with the requested corrections and upon receipt I will read it. Also do not send it by certified mail for I will not make a special trip to pick it up at the post office.

On August 4, the Union by regular mail returned the contract proposals to Dr. Pilson under cover of a letter which repeated the wording in the body of its July 15 letter and which addressed Pilson as Dr.

The Union's contract proposals contained 22 articles. Dr. Pilson acknowledged in his testimony that he arbitrarily decided to spend approximately an hour on it and he, therefore, wrote to the Union concerning only the first two articles which contained a recognition clause and a union security clause which would give nonmembers 31 days to join. On August 18, Dr. Pilson wrote to James Zellers, the Union's research associate and negotiator. The letter read in pertinent part:

> I initially gave the proposed contract a cursory examination and my initial impression was that you dug the sheets out of a back file and pasted our name on the front and back. The requests are hardly remotely related to the functioning of our hospital. If every item was followed the doors would have to be closed and we could no longer be of service to our relatively apecuniary supporters. No one in your union spoke to any of our employees to find out their needs. I know because a meeting was called and no one showed up.
>
> Now for a commentary on the specific items. Article I pertains to recognition. Actually it should be the last subject for discussion instead of the first. This portion is only acceptable when and if a contract is ever signed between us. There is one more ramification. Suppose in the meantime a jurisdictional dispute erupts. Then what happens to us?

[1] All dates are in 1971 unless otherwise specified.

[2] The answer, as amended, admits and I find that Dr. Victor M. Pilson is Respondent's administrator and that he is an agent and supervisor of Respondent.

Article II is a much more serious matter. It is my interpretation that you are demanding, in labor jargon, the so called closed shop. If this clause, with its four sub-sections, was accepted by us we would be disloyal and a disservice to all our long time employees who are truly interested in the welfare of the hospital. It is overtly discriminatory because it forces one to belong even if it is against their will. The personnel, who have been with us many years, shudder at the thought of forced membership. They have rrepeatedly expressed this fear.

The compulsary membership requirement effects us in another way. On occasion there is an attrition of a worker and a replacement is required. We would be hindered in our hiring practice since they would be required to pay the initiation fee. A prospective employee might not wish to take the job when confronted to pay after funds are short from a preceding period of no work.

This is about as much time I currently have to scrutinize the proposal. I am not a full time administrator so I can only consider the problem at intervals between caring for the sick. Upon receiving your answer to this letter I will proceed with Article III.

On August 31, Union Negotiator Zellers responded to Dr. Pilson's August 18 letter by calling him on the telephone. Zellers introduced himself, acknowledged receipt of the August 18 letter and asked Dr. Pilson to set up a meeting to begin negotiations. Dr. Pilson replied that he did not want to meet and that he wanted to negotiate by mail as he was not skilled in such matters and he was afraid of making mistakes. Zellers told Dr. Pilson that he could retain legal counsel and that he could negotiate tentative agreements on the proposals as they were discussed until there was a total agreement on the whole package. Dr. Pilson again said that he did not want to meet and that he wanted to negotiate by mail unless it was illegal. He asked Zellers whether it was illegal and said that he couldn't afford a lawyer. Zellers said that he would ask his labor consultant. That ended the first conversation. Zellers then called his labor consultant and a few hours later phoned Dr. Pilson back. Zellers told Dr. Pilson that, while negotiating by mail was not expressly forbidden by the Taft-Hartley Act, the National Labor Relations Board had interpreted the law so that a refusal to meet to negotiate is an unfair labor practice.[3] Dr. Pilson told Zellers to put it in writing and send it to him. Zellers replied that he was calling to set up a meeting to negotiate and not to discuss technicalities. Dr. Pilson again said that Zellers should submit it in writing. Zellers then told Dr. Pilson that he would refer the matter to his legal counsel. On September 2, the Union filed the charge which commenced these proceedings.

On October 6, Dr. Pilson sent the following letter to Zellers:

> To the best of my recollection, approximately one month ago, we had two telephone conversations pertaining to direct negotiations about a possible contract. At that time I informed you to please mail me the name and section of the law that requires me to have meetings in lieu of correspondence. Instead of sending the requested information you made a complaint to the National Labor Relations Board.
>
> The board investigated the case and I was informed that direct face to face negotiations are preferable according to their interpretation of the law.
>
> In order to comply I will make myself available for this purpose. I have set aside approximately one hour, as an orientation period. Friday, October 15, 1971 at 2:00 PM at my office, located at 5710 So. Hoover St., in order to stay within the law. For your part, I expect you to withdraw the charges filed September 2, 1971 with the National Labor Relations Board so we may procede without legal hindrance.

Zellers replied in a letter dated October 12 in which he acknowledged receipt of Dr. Pilson's October 6 letter; stated that he was unavailable to meet on October 15, and suggested October 19, 20, or 21 as alternate dates; and concluded: "With regard to the Union charges of September 2, 1971, I believe that this matter is best resolved by a settlement agreement through the services of the National Labor Relations Board."

Dr. Pilson replied by a letter of October 15 which stated:

> This is in reply to your Columbus Day communication requesting a proposed change of meeting time. Unfortunately I cannot be this accommodating. If you will read again my letter of October 6, 1971 I clearly stated that in order to meet I wanted the September 2, 1971 charges with the National Labor Relations Board dropped. I also explained at that time the complaint was totally unnecessary. By not removing the charges you are attempting to apply punishment in the form of interest.
>
> Since you wish the matter to be settled by the National Labor Relations Board we will just wait for their decision. After all, they could rule in my favor.

Since Respondent's letter of October 15, neither Respondent nor the Union has made any attempt to contact each other.

B. *Conclusions*

The Union was certified as the collective-bargaining representative of Respondent's employees on June 11, and requested a meeting to begin bargaining by letters dated June 17 and July 15. Though Respondent's refusal to pick up certified mail resulted in the first letter being returned, the second letter was received by Respondent on July 23. Respondent then had the obligation to make its representative available at reasonable times and places for the purpose of collective bargaining with the Union. Section 8(d) of the Act in clear and unequivocal terms states that the duty to bargain requires an employer to "meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder. . . . " Instead of making arrangements for the type of meeting required by the Act, Dr. Pilson returned the Union's letter with the rather inane remark that it was not addressed to him as a doctor. When the Union, by letter dated August 4, renewed its request for a meeting, Dr. Pilson responded by letter dated August 18, in which he discussed two of the Union's proposals and implied that he would discuss further proposals by letter in the future. This implication was made explicit in Dr. Pilson's telephone conversation with Union Negotiator Zellers on August 31. Zellers asked Dr. Pilson to set up a meeting to begin negotiations and Pilson refused to schedule such a meeting. Respondent cannot defend on the

[3] These findings are based on the credited testimony of Zellers. Dr. Pilson testified that he received the impression from the conversation that Zellers had used the word "implied" rather than the word "interpreted" and that he replied to Zellers "If it is implied, I want the name of the law and please write me the name of the law." I credit Zellers' testimony that he told Dr. Pilson that the law had been so interpreted. In any event, I find the distinction to be meaningless. The Union had no obligation to supply free legal advice to Respondent and an employer cannot, after a Board certification, defend against a refusal-to-bargain allegation on the ground that a union did not convince him that he had a duty to bargain in good faith.

ground that it was not certain that such a meeting was required by law. Such meetings are specifically required by Section 8(d) of the Act. If Respondent was uncertain about the meaning of the law, it could have asked advice of its attorney, but it could not lawfully choose to ignore the law. After the charge was filed, Respondent did offer to meet with the Union but, as stated in its letter of October 6, with the expectation that the charge would be withdrawn. When the Union in its letter of October 12 informed Respondent that it did not intend to withdraw the charge, Respondent answered by letter dated October 15, stating that it would only meet if the charge was dropped.

Prior to the filing of the charge, Respondent refused to meet with the Union for the purpose of negotiating an agreement. Meetings for such purposes are required by Section 8(d) of the Act, and I find that Respondent, by this conduct, violated Section 8(a)(5) and (1) of the Act. The violation began at the latest on July 23 when it received and failed to honor the Union's request for a meeting. After the filing of the charge, Respondent agreed to such meetings only on condition that the Union withdraw its charge. Such a condition is unlawful and by making it Respondent also violated Section 8(a)(5) and (1) of the Act. As the Fourth Circuit Court of Appeals held in *N.L.R.B.* v. *Southwind Corp. Co.,* 342 F.2d 702, 706 (C.A. 4):

> [The Company] flatly refused to meet with the Union because of the pending unfair labor practice charges. The filing of charges with the Board does not relieve the parties of the duty to bargain in good faith. Thus . . . [the Company's] conduct was a clear violation of the Act. . . .

See also *N.L.R.B.* v. *International Shoe Corp. of Puerto Rico,* 357 F.2d 330, 331 (C.A. 1).

The totality of Respondent's conduct establishes that its intention was to frustrate any possibility of reaching an agreement with the Union and to avoid its duty to engage in good-faith bargaining. Dr. Pilson did not accept the Union's initial request for a meeting, which was sent by certified mail, on the grounds that he personally had to pick up certified mail and that he didn't have time to do so. Yet, when he was away on vacation, someone else did pick up the second certified letter for him. His testimony that it was none of his mother's "damn business" to pick up certified mail and that he was stuck with the Union's request when he got back established that at least one reason for his refusal to pick up his mail was to avoid letters such as the one the Union sent him. Dr. Pilson must have been expecting communication from the Union shortly after the certification and his actions show that he was trying to avoid it.

Dr. Pilson's response to the Union's second request for a meeting in which he returned the Union's letter because it wasn't addressed to him as a doctor further established that he was trying to avoid contact with the Union. The Union's letter was addressed to him as the administrator of a going business and not as a medical doctor. Given the choice of explaining Dr. Pilson's conduct in terms of an irrational supersensitivity or an intention to avoid contact with the Union, I find the latter to be more plausible.

In preparing his comments for two of the Union's proposals in his letter of August 18, Dr. Pilson arbitrarily limited the amount of time he would spend to 1 hour. In his letter of October 6, in which he offered to meet with the Union if they withdrew the charge, he stated that he would set aside approximately 1 hour for a meeting. Dr. Pilson is undoubtedly a busy man, but, as the Board has repeatedly said:

> Labor relations are urgent matters too. . . . The duty to bargain in good faith includes a duty to be available for negotiations at reasonable times as the statute requires. That duty is not discharged by turning over the conduct of negotiations to one whose other activities make him not so available.

Insulating Fabricators, Inc., 144 NLRB 1325, enfd. 338 F.2d 1002 (C.A. 4). As the Board held in *A. H. Bello Corporation,* 170 NLRB 1558:

> The duty "to meet at reasonable times and confer in good faith" is expressed in Section 8(d) of the Act. Cases have repeatedly held, for example, that parties are obligated to apply as great a degree of diligence and promptness in arranging and conducting their collective-bargaining negotiations as they display in other business affairs of importance.

In Dr. Pilson's letter of August 18, he stated that he would not consider the Union's proposed recognition clause except as the last subject for discussion because it would only be acceptable to him when and if a contract was signed.[4] Respondent has an obligation under the Act to recognize the Union as the collective-bargaining agent of the employees in the bargaining unit. Its recalcitrance on such a matter was another indication of its lack of good faith. As the Board held in *Reed and Prince Manufacturing Company,* 96 NLRB 850, 855:

> We cannot conceive of a good faith basis for a refusal to incorporate a statutory obligation into a contract in the very words of the statute. This type of quibbling conduct is consistent only with the conclusion that there was bad, not good, faith bargaining.

I have found that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to meet with the Union for the purposes of collective bargaining and by conditioning such meetings on the withdrawal by the Union of a charge filed with the Board. Viewing these matters in the context of Respondent's overall conduct, I further find that at least since July 23, Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain in good faith and by engaging in a course of conduct designed to frustrate the possibility of reaching agreement with the Union.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with the operations of Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent engaged in the unfair labor practices as set forth above, I recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, I shall recommend that it be ordered to cease and desist therefrom and, upon request, meet at reasonable times and bargain collectively in good faith with the Union as the exclusive representative of all employees in the unit

[4] The proposed clause read:

> Article I-Recognition
>
> Company recognizes Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours and other conditions of employment for all full-time and part-time employees falling within the scope of the National Labor Relations Board's certifications.

set forth above, and, in the event that an understanding is reached, embody such understanding in a signed agreement.

In order to insure that the employees will be accorded the statutorily prescribed services of their selected bargaining agent for the period provided by law, I recommend that the initial year of certification begin on the date that Respondent commences to bargain in good faith with the Union as the recognized bargaining representative in the appropriate unit. *Southern Paper Box Co.,* 193 NLRB No. 134.

Much has been written about the problem of fashioning an adequate and effective remedy in refusal-to-bargain cases where an employer engages in patently frivolous litigation to delay bargaining, particularly during the critical period following initial certification. Such a delay may give the employer a "free ride," during the period of litigation, with regard to benefits the Union may have obtained for employees and in addition cause the Union to lose the allegiance of the majority of the unit employees, and thus prevent it from bargaining effectively in the future. See *Tiidee Products, Inc.,* 194 NLRB No. 198, and cases cited therein.

In the *Tiidee* case, the Board noted the need to keep crowded court and Board dockets free from frivolous litigation and ordered an employer to reimburse the Board and the Union for their expenses incurred in the investigation, preparation, and conduct of the cases, including reasonable counsel fees, salaries, witness fees, transcript and record costs, printing costs, travel expenses and per diem, and other reasonable costs and expenses.

I have given serious consideration to recommending that Respondent in the instant case be subject to a similar order. I do not believe that Respondent has raised any debatable issues and I further believe that its defenses are patently frivolous. However, I am reluctant to recommend such an order where, as here, a small employer's first violation of the Act may be attributable to its gross ignorance of the labor laws rather than to its calculated design to subvert them. I shall, therefore, refrain from recommending such an order in hope that Respondent will not put itself in a position in the future where such a remedy will be called for.

Conclusions of Law

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(a) of the Act: all dietary employees, maids, janitors, store keepers, maintenance employees, grounds keepers, orderlies, nurses' aides, licensed vocational nurses, laboratory helpers and laundry employees, employed by the Respondent at its hospital located at 5700 South Hoover Street, Los Angeles, California, but excluding office clerical employees, physicians, registered nurses, guards, professional employees and supervisors as defined in the Act.

4. As certified by the Board on June 11, 1971, the Union is the exclusive representative of the employees in the aforesaid unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

5. By refusing to meet at reasonable times and bargain collectively in good faith concerning rates of pay, hours of employment, and other terms and conditions of employment with the Union on and after July 23, 1971, as the exclusive representative of its employees in the aforesaid unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By the conduct described in number 5 above, Respondent interfered with, restrained, and coerced employees in the exercise of their rights guaranteed to them by Section 7 of the Act and thereby violated Section 8(a)(1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:[5]

ORDER

South Hoover Hospital, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to meet at reasonable times and bargain collectively in good faith concerning rates of pay, hours of employment, and other terms and conditions of employment with Service & Hospital Employees Union, Local 399, Service Employees International Union, AFL–CIO, as the exclusive representative of its employees in the appropriate unit described in paragraph 3 of the section entitled "Conclusions of Law" above.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Upon request, meet at reasonable times and bargain collectively in good faith concerning rates of pay, hours of employment, and other terms and conditions of employment with the above-named Union as the exclusive representative of its employees in the appropriate unit and, if an understanding is reached, sign a contract containing such understanding.

(b) Post at its 5700 South Hoover Street, Los Angeles, California hospital copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the date of a receipt of this Decision, what steps Respondent has taken to comply herewith.[7]

---

[5] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[6] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[7] In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read: "Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."